

# Exhibit D

**DELPHI**

Delphi Thermal and Interior

Page 1 of 3

**Buyer:**

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
1401 CROOKS ROAD  
TROY MI 48084

**Requirements Contract**

PO Number

Date Issued  
03-Apr-2007

Version

01-Jun-2007 13:20:54

**Deliver to:**

*Please deliver to:  
See Delivery Schedule*

AUTOMODULAR ASSEMBLIES (OH) INC  
1701 HENN PARKWAY  
LORDSTOWN OH 48090

Vendor No: 1014930

DUNS No: 147163542

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

Item No.	Material No.	Plant
	Description	
00010	52423591	J201 DELPHI T & I LOCKPORT
	CRFM-ATM-07 T.A.	
	PART NUMBER CHANGE ONLY FOR EXISTING PART DUE TO ENGINEERING CHANGE. CUSTOMER REQUESTED NEW PART NUMBERS. PRICING REMAINS THE SAME. 52423591 REPLACES 52417044. CUSTOMER PART NUMBER 25784002	
Valid From	Valid To	Currency
04-Apr-2007	01-Jun-2008	USD
Price	Price Unit	UOM
3,568.60	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Purchasing Contact: McLean, D. L.  
Phone: 716-439-2480  
Fax: 716-439-2216

Contact Address:

Date and Time Printed: 01-Jun-2007 13:20:54

**DELPHI**

Delphi Thermal and Interior

Page 2 of 3

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HENN PARKWAY  
LORDSTOWN OH 48090

**Requirements Contract**

PO Number 550162897 Date Issued 03-Apr-2007  
Version 01-Jun-2007 13:20:54

Item No.	Material No.	Plant
Description		

Notes:
Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, <a href="http://www.delphi.com">www.delphi.com</a> , (by clicking on the "Suppliers" in the header).
Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.
Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials, as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the saleable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.
Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Inevitable corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.
An internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.
Please refer to Delphi's website: <a href="http://www.delphi.com">www.delphi.com</a> then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.
Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, <a href="http://delphi.com">delphi.com</a> . Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and

**DELPHI**

Delphi Thermal and Interior  
Page 3 of 3

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HENN PARKWAY  
LORDSTOWN OH 48090

**Requirements Contract**

PO Number 550162897	Date Issued 03-Apr-2007
Version 01-Jun-2007 13:20:54	

Item No.	Material No.	Plant

**Notes Continued:**

Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

\*\*\*\*\*  
Delphi Consignment / Subcontracting:

1. Consignee agrees to maintain perpetual inventory records, and assist in any inventory reconciliation or re-count, and retain records for at least 2 years.
2. Consignee agrees to submit and re-copy by fax or e-mail, on a mutually agreed upon date, a monthly physical inventory indicating month end balances by part number or raw material code to the Delphi consignment analyst.
3. Consignee agrees to allow Delphi PC&L and Finance Representatives the right and access to audit inventories as requested.
4. Consignee agrees to provide an annual certified (notarized) letter of physical inventory when Delphi conducts its Annual Physical Inventory.
5. Consignee agrees to segregate Delphi material and provide adequate protection and insurance for Delphi inventory from loss or damage.
6. Consignee agrees to verify the accuracy of the material identification and quantity of shipments from Delphi. Consignee must notify the Delphi consignment analyst immediately of any discrepancy.
7. Consignee agrees to verify the accuracy of the material identification and quantity of Delphi material shipped from other suppliers. Consignee must notify the Delphi consignment analyst immediately of any discrepancy. Upon receipt and verification, Consignee will complete a receiving report (foreign or off-site). Copies of Packing Slips and Bills of Lading and receiving report must be faxed to the Delphi consignment analyst. All original Packing Slips and Bills of Lading, attached to receiving report, must be mailed to Delphi consignment analyst to assure complete and accurate input into Delphi SAP inventory system. Consignee will maintain a copy of the Bills of Lading, Packing Slip and receiving report for 2 years.
8. Consignee agrees to return to Delphi all defective, damaged or scrapped parts unless alternative arrangements have been made with Delphi.
9. If consignee has caused the damage, scrap or loss of parts, Delphi will charge back the consignee.
10. Consignee agrees to ship material directly to Delphi customers if the physical flow warrants.
11. Those consignees who ship to Delphi, another Delphi Consignee or directly to Delphi customers MUST send an "Advanced Shipping Notice" via Electronic Data Interchange to Delphi at time of shipping.
12. Tools and equipment provided for performance of an operation by consignee remain the property of Delphi unless otherwise noted.
13. These terms constitute the consignment agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. These terms may only be modified by a written contract amendment issued by Buyer.

MOVING PART FROM 550125774 - NEED ONE PART PER SA - AS REQUIRED BY PAUL HENNESSY

**DELPHI** Replaces Part# 52402677

Harrison Thermal Systems

Page 1 of 3

Buyer:

DELPHI  
THERMAL & INTERIOR SYSTEMS  
200 UPPER MOUNTAIN RD  
LOCKPORT NY 14094

Requirements Contract

PO Number  
550073758  
Version  
04/22/2005 14:44:20

Date Issued  
04/22/2005

Deliver to:

*Please deliver to:*  
*See Delivery Schedule*

AUTOMODULAR ASSEMBLIES (OH) INC  
1701 HEN PKY  
LORDSTOWN OH 44481

Vendor No: 1014930  
DUNS No: 147163542

Payment Terms: 2/20/2007 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

Item No.: Material No.  
Description

Plant

00010 52415045 ✓ J201 DELPHI T & I LOCKPORT

CRM-ASK-06

Valid From

05/01/2005

Valid To

12/31/2007

Currency

USD

Price

3,548.60

Price Unit

1,000

UOM

PC

This Requirement Contract is for 100% unless otherwise specified.

Ca 08/26/08

Notes:

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and

Purchasing Contact: Williams, E. A.

Contact Address:

Phone: 716-439-2406

Fax: 716-439-3818

**DELPHI**

Harrison Thermal Systems

Page 2 of 3

AUTOMODULAR ASSEMBLIES (OH) INC  
1701 HEN PKY  
LORDSTOWN OH 44481

**Requirements Contract**

PO Number  
550073758  
Version  
04/22/2005 14:44:20

Date Issued  
04/22/2005

Item No.	Material No.	Plant
Description		

**Notes Continued**

the SPPD documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

**Restricted, toxic, and hazardous materials** - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the saleable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredient Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

**Failure Analysis/Corrective Action**: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

1. Consignee agrees to maintain perpetual inventory records and retain records for at least 1 year. 2. Consignee agrees to submit by fax on a mutually agreed upon date, a monthly physical inventory indicating the month end balances by P/N or raw material code to the assigned material control consignment analyst. 3. Consignee agrees to verify that the seal is intact on those sealed truckload where the seal number is indicated on the Delphi Harrison Thermal Systems Bill of Lading. 4. Consignee agrees to verify the accuracy of the material identification and counts received from the Delphi Thermal Plant. Each Bill of Lading must be checked completely at time of receipt and Delphi Thermal Production Control notified immediately of any discrepancy. Consignee will correct information on Bill of Lading, sign, and date and fax copy to production control. 5. Consignee agrees to segregate Delphi Thermal material & provide adequate protection and insurance for Delphi Thermal inventory from loss or damage. 6. Consignee agrees to return all defective or damaged parts and scrap to Delphi Thermal unless alternate arrangements have been made with Delphi Thermal Purchasing. Those consignees who ship directly to Delphi Thermal customers on behalf of Delphi Thermal must send an "Advance Shipping Notice" via Electronic Data Interchange to Delphi Thermal. 7. If consignee is determined to be at fault for scrap, Delphi purchasing will charge back consignee. 8. Consignee will fax to Delphi material control consignment analyst copies of shipping paperwork when

**DELPHI**

Harrison Thermal Systems

Page 3 of 3

AUTOMODULAR ASSEMBLIES (OH) INC  
1701 HEN PKY  
LORDSTOWN OH 44481

**Requirements Contract**

PO Number  
550073758  
Version  
04/22/2005 14:44:20

Date Issued  
04/22/2005

Item No.	Material No.	Plant

Description

**Notes Continued:**

shipping or receiving parts from other consignee locations. 9. Consignee agrees to allow Delphi scheduling and finance reps. the right to audit inventories as requested. 10. Consignee agrees to provide an annual certified (notarized) letter of physical inventory when Delphi Thermal conducts its annual physical inventory. 11. Tools provided for performance of an operation by consignee remain the property of Delphi Thermal unless otherwise noted. 12. Consignee agrees to ship material directly to Delphi Thermal customers if the physical flow warrants.  
This replaces P/N 52402677, New CRFM for GMX-001 program. (Customer 22699885)(S604) DGSS Action Plan: 72475

**DELPHI**

*Jerica Hussey*

Harrison Thermal Systems

Page 1 of 2

Buyer:

DELPHI  
HARRISON THERMAL SYSTEMS  
200 UPPER MOUNTAIN RD  
LOCKPORT NY 14094

Deliver to:

Please deliver to:  
*See Delivery Schedule*

AUTOMODULAR ASSEMBLIES (OH) INC  
1701 HEN PKY  
LORDSTOWN OH 44481

Requirements Contract

PO Number  
350056014  
Version  
09/20/2004 11:32:42

Date Issued  
06/01/2004

Vendor No: 1014930  
DUNS No: 147163542

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month ✓

IncoTerms: COL Collect-FOB Ship Point

*Adjustment for purchased  
TOC clip.  
TD 9/21/04*

Item No.	Material No.	Plant	On Hold for	
Description:		J201 DELPHI THERMAL LOCKPORT		
00010	52402677			
	CRM-CFA-05			
	Valid From	Valid To	Currency	Price
	06/01/2004	12/31/2004	USD	3,548.60
	01/01/2005	12/31/2005	USD	3,548.60
	01/01/2006	12/31/2006	USD	3,548.60
	01/01/2007	12/31/2007	USD	3,548.60

This Requirement Contract is for 100% unless otherwise specified.  
\*\*\* Condition record changed

ADDRESS: GMX-001, GM Lordstown Assembly
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information

Purchasing Contact: Williams, E. A.

Contact Address:

Phone: 716-439-2406

Fax: 716-439-3818

Date and Time Printed: 09/20/2004 11:32:42

**DELPHI**

Harrison Thermal Systems  
Page 2 of 2

AUTOMODULAR ASSEMBLIES (OH) INC  
1701 HEN PKY  
LORDSTOWN OH 44481

**Requirements Contract**

PO Number  
550056014  
Version  
09/20/2004 11:32:42

Date Issued  
06/01/2004

Item No.	Material No.	Plant
Description		

**Notes Continued:**

through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com). (by clicking on the "Suppliers" in the header).

**DELPHI**

Delphi Thermal and Interior

Page 1 of 3

Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
1401 CROOKS ROAD  
TROY MI 48084

Requirements Contract

PO Number  
550162898  
Version  
01-Jun-2007 13:22:08

Date Issued  
03-Apr-2007

Deliver to:

Please deliver to:  
See Delivery Schedule

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HENN PARKWAY  
LORDSTOWN OH 48090

Vendor No: 1014930  
DUNS No: 147163542

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

Item No. Material No.  
Description

Plant

00010 52423592

J201 DELPHI T & I LOCKPORT

CREW-BZN-07 T.A.  
PART NUMBER CHANGE ONLY FOR EXISTING PART DUE TO ENGINEERING CHANGE. CUSTOMER REQUESTED NEW PART  
NUMBERS. PRICING REMAINS THE SAME. 52423592 REPLACES 52417045. CUSTOMER PART NUMBER 2578403

Valid From	Valid To	Currency	Price	Price Unit	UOM
04-Apr-2007	01-Jan-2008	USD	3,421.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Purchasing Contact: McLean, D. L.  
Phone: 716-439-2480  
Fax: 716-439-2216

Contact Address:

Date and Time Printed: 01-Jun-2007 13:22:08

**DELPHI**

Delphi Thermal and Interior

Page 2 of 3

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HENN PARKWAY  
LORDSTOWN OH 43090

**Requirements Contract**

PO Number  
550162898  
Version  
01-Jun-2007 13:22:08

Date Issued  
03-Apr-2007

Item No.	Material No.	Plant
Description		

<b>Notes:</b>  Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, <a href="http://www.delphi.com">www.delphi.com</a> , (by clicking on the "Suppliers" in the header).  Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and SPQP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.  Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials, as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the saleable product and the manufacturing processes. (Refer also to Terms and Conditions No. 3 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.  Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.  Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.  An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.  Please refer to Delphi's website: <a href="http://www.delphi.com">www.delphi.com</a> then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.  Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, <a href="http://delphi.com">delphi.com</a> . Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and
---

**DELPHI**

Delphi Thermal and Interior

Page 3 of 3

AUTOMODULAR ASSEMBLIES (OH) INC.  
1781 HENN PARKWAY  
LORDSTOWN OH 48090

**Requirements Contract**

PO Number  
550162898  
Version  
01-Jun-2007 13:22:08

Date Issued  
03-Apr-2007

Item No.	Material No.	Plant
Description		

**Notes Continued:**

Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

**Delphi Consignment / Subcontracting:**

1. Consignee agrees to maintain perpetual inventory records, and assist in any inventory reconciliation or re-count, and retain records for at least 2 years.
2. Consignee agrees to submit and reconcile by fax or e-mail, on a mutually agreed upon date, a monthly physical inventory indicating month end balances by part number or raw material code to the Delphi consignment analyst.
3. Consignee agrees to allow Delphi PC&L and Finance Representatives the right and access to audit inventories as requested.
4. Consignee agrees to provide an annual certified (notarized) letter of physical inventory when Delphi conducts its Annual Physical Inventory.
5. Consignee agrees to segregate Delphi material and provide adequate protection and insurance for Delphi inventory from loss or damage.
6. Consignee agrees to verify the accuracy of the material identification and quantity of shipments from Delphi. Consignee must notify the Delphi consignment analyst immediately of any discrepancy.
7. Consignee agrees to verify the accuracy of the material identification and quantity of Delphi material shipped from other suppliers. Consignee must notify the Delphi consignment analyst immediately of any discrepancy. Upon receipt and verification, Consignee will complete a receiving report (foreign or off-site). Copies of Packing Slips and Bills of Lading and receiving report must be faxed to the Delphi consignment analyst. All original Packing Slips and Bills of Lading, attached to receiving report, must be mailed to Delphi consignment analyst to assure complete and accurate input into Delphi SAP inventory system. Consignee will maintain a copy of the Bills of Lading, Packing Slip and receiving report for 2 years.
8. Consignee agrees to return to Delphi all defective, damaged or scrapped parts unless alternative arrangements have been made with Delphi.
9. If consignee has caused the damage, scrap or loss of parts, Delphi will charge back the consignee.
10. Consignee agrees to ship material directly to Delphi customers if the physical flow warrants.
11. Those consignees who ship to Delphi, another Delphi Consignee or directly to Delphi customers MUST send an "Advanced Shipping Notice" via Electronic Data Interchange to Delphi at time of shipping.
12. Tools and equipment provided for performance of an operation by consignee remain the property of Delphi unless otherwise noted.
13. These terms constitute the consignment agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. These terms may only be modified by a written contract amendment issued by Buyer.

MOVING PART FROM 550125774 - NEED ONE PART PER SA - AS REQUIRED BY PAUL HENNESSY

**DELPHI**

Delphi Thermal and Interior

Page 1 of 3

**Buyer:**

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
1401 CROOKS ROAD  
TROY MI 48084

**Requirements Contract**

PO Number

Date Issued  
03-Apr-2007

550162899

Version

01-Jun-2007 13:22:50

**Deliver to:**

*Please deliver to:*  
*See Delivery Schedule*

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HENN PARKWAY  
LORDSTOWN OH 48090

Vendor No: 1014930

DUNS No: 147163542

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

Item No.	Material No.	Plant
	Description	
00010	52423593 REM-AYP-07	S201 DELPHI T & I LOCKPORT
	PART NUMBER CHANGE ONLY FOR EXISTING PART DUE TO ENGINEERING CHANGE. CUSTOMER REQUESTED NEW PART NUMBER. PRICING REMAINS THE SAME. 52423593 REPLACES 52417049. CUSTOMER PART NUMBER 25784017	

Valid From      Valid To      Currency      Price      Price Unit      UOM

04-Apr-2007      01-Jan-2008      USD      3,548.60      1,000      PC

This Requirement Contract is for 100% unless otherwise specified.

Purchasing Contact: McLean, D. L.  
Phone: 716-439-2480  
Fax: 716-439-2216

Contact Address:

Date and Time Printed: 01-Jun-2007 13:22:50

**DELPHI**

Delphi Thermal and Interior

Page 2 of 3

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HENN PARKWAY  
LORDSTOWN OH 48090

**Requirements Contract**

PO Number

Date Issued

550162899

03-Apr-2007

Version

01-Jun-2007 13:22:50

Item No. Material No.  
Description

Plant

**Notes:**

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Documentation Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-332-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the saleable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material removed by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website [www.delphi.com](http://www.delphi.com) then Supplier/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and

**DELPHI**

Delphi Thermal and Interior

Page 3 of 3

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HENN PARKWAY  
LORDSTOWN OH 48090

**Requirements Contract**

PO Number  
550162899  
Version  
01-Jun-2007 13:22:50

Date Issued  
03-Apr-2007

Item No. Material No.  
Description

Plant

**Notes (Continued):**

Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and any Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

All wood packaging must be compliant with the International Standard Phytosanitary Measure #13 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
\*\*\*\*\*

**Delphi Consignment / Subcontracting:**

1. Consignee agrees to maintain perpetual inventory records, and assist in any inventory reconciliation or re-count, and retain records for at least 2 years.
2. Consignee agrees to submit and reconcile by fax or e-mail, on a mutually agreed upon date, a monthly physical inventory indicating month end balances by part number of raw material quote to the Delphi consignment analyst.
3. Consignee agrees to allow Delphi P&C&L and Finance Representatives the right and access to audit inventories as requested.
4. Consignee agrees to provide an annual certified (notarized) letter of physical inventory when Delphi conducts its Annual Physical Inventory.
5. Consignee agrees to segregate Delphi material and provide adequate protection and insurance for Delphi inventory from loss or damage.
6. Consignee agrees to verify the accuracy of the material identification and quantity of shipments from Delphi. Consignee must notify the Delphi consignment analyst immediately of any discrepancy.
7. Consignee agrees to verify the accuracy of the material identification and quantity of Delphi material shipped from other suppliers. Consignee must notify the Delphi consignment analyst immediately of any discrepancy. Upon receipt and verification, Consignee will complete a receiving report (foreign or off-site). Copies of Packing Slips and Bills of Lading and receiving report must be faxed to the Delphi consignment analyst. All original Packing Slips and Bills of Lading, attached to receiving report, must be mailed to Delphi consignment analyst to assure complete and accurate input into Delphi SAP inventory system. Consignee will maintain a copy of the Bills of Lading, Packing Slip and receiving report for 2 years.
8. Consignee agrees to return to Delphi all defective, damaged or scrapped parts unless alternative arrangements have been made with Delphi.
9. If consignee has caused the damage, scrap or loss of parts, Delphi will charge back the consignee.
10. Consignee agrees to ship material directly to Delphi customers if the physical flow warrants.
11. Those consignees who ship to Delphi, another Delphi Consignee or directly to Delphi customers MUST send an "Advanced Shipping Notice" via Electronic Data Interchange to Delphi at time of shipping.
12. Tools and equipment provided for performance of an operation by consignee remain the property of Delphi unless otherwise noted.
13. These terms constitute the consignment agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. These terms may only be modified by a written contract amendment issued by Buyer.

MOVING PART FROM 550125774 - NEED ONE PART PER SA - AS REQUIRED BY PAUL HENNESSY

DELPHI HARRISON PURCH Fax 716-439-2216

Jun 1 2007 01:44pm P001/003

**DELPHI**

Delphi Thermal and Interior  
ge 1 of 3

BIVVY

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
1401 CROOKS ROAD  
TROY MI 48084

## Requirements Contract

PO Number  
550162900  
Version  
01-Jun-2007 13:33:34

Date Issued  
03-Apr-2007

**Deliver to:**

*Please deliver to:*

**See Delivery Schedule**

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HENN PARKWAY  
LORDSTOWN OH 48090

Vendor No: 1014930

DUNS No: 147163542

Payment Terms: 2/10, net 30 | Currency: JPY

**Payment settled on 2nd. 2nd Month**

Insolvent: **BOB STREET VINTAGE**

Item No. Material No. Description Plant

00010 52423594 J201 DELPHI T & I LOCKPORT  
 RPM-AYR-07

This Requirement Contract is for 100% unless otherwise specified.

\*\*\*\*\*  
Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).  
\*\*\*\*\*

Purchasing Contact: McLean, D. L.  
Phone: 716-439-2480  
Fax: 716-439-2216

**Contact Address:**

Date and Time Printed: 01-Jun-2007 13:23:34

**DELPHI**

Delphi Thermal and Interior

Page 2 of 3

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HENN PARKWAY  
LORDSTOWN OH 48090

**Requirements Contract**

PO Number  
550162900  
Version  
01-Jun-2007 13:23:34

Date Issued  
03-Apr-2007

Item No. Material No.  
Description

**Notes/Comments**

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3009) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*  
Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials, as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the saleable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.  
\*\*\*\*\*

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*  
All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

DELPHI HARRISON PURCH Fax 718-439-2216

Jun 1 2007 01:45pm P003/003

## DELPHI

Delphi Thermal and Interior  
Page 3 of 3

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HENN PARKWAY  
LORDSTOWN OH 44050

<b>Requester Information</b>	
PO Number 550162900	Date Issued 03-Apr-2007
Version 01-Jun-2007 13:23:34	

Item No. Material No. Description Plant

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
\*\*\*\*\*

Delphi Consignment / Subcontracting:

1. Consignee agrees to maintain perpetual inventory records, and assist in any inventory reconciliation or re-count, and retain records for at least 2 years.
2. Consignee agrees to submit and reconcile by fax or e-mail, on a mutually agreed upon date, a monthly physical inventory indicating month end balances by part number or raw material code to the Delphi consignment analyst.
3. Consignee agrees to allow Delphi PC&L and Finance Representatives the right and access to audit inventories as requested.
4. Consignee agrees to provide an annual certified (notarized) letter of physical inventory when Delphi conducts its Annual Physical Inventory.
5. Consignee agrees to segregate Delphi material and provide adequate protection and insurance for Delphi inventory from loss or damage.
6. Consignee agrees to verify the accuracy of the material identification and quantity of shipments from Delphi. Consignee must notify the Delphi consignment analyst immediately of any discrepancy.
7. Consignee agrees to verify the accuracy of the material identification and quantity of Delphi material shipped from other suppliers. Consignee must notify the Delphi consignment analyst immediately of any discrepancy. Upon receipt and verification, Consignee will complete a receiving report (foreign or off-Site). Copies of Packing Slips and Bills of Lading and receiving report must be faxed to the Delphi consignment analyst. All original Packing Slips and Bills of Lading, attached to receiving report, must be mailed to Delphi consignment analyst to ensure complete and accurate input into Delphi SAP inventory system. Consignee will maintain a copy of the Bills of Lading, Packing Slip and receiving report for 2 years.
8. Consignee agrees to return to Delphi all defective, damaged or scrapped parts unless alternative arrangements have been made with Delphi.
9. If consignee has caused the damage, scrap or loss of parts, Delphi will charge back the consignee.
10. Consignee agrees to ship material directly to Delphi customers if the physical flow warrants.
11. Those consignees who ship to Delphi, another Delphi Consignee or directly to Delphi customers MUST send an "Advanced Shipping Notice" via Electronic Data Interchange to Delphi at time of shipping.
12. Tools and equipment provided for performance of an operation by consignee remain the property of Delphi unless otherwise noted.
13. These terms constitute the consignment agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. These terms may only be modified by a written contract amendment issued by Buyer.

**DELPHI**

Replace# 52402680

Delphi Thermal and Interior

Page 1 of 4

**Buyer:**

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
1401 CROOKS ROAD  
TROY MI 48084

**Requirements Contract**

PO Number  
550073730  
Version  
12-Dec-2006 16:41:15

Date Issued  
25-Apr-2005

**Deliver to:**

*Please deliver to:*  
*See Delivery Schedule*

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HEN PKY  
LORDSTOWN OH 44481

Vendor No: 1014930  
DUNS No: 147163542

Payment Terms: 2/30 Curreny: US\$

Payment settled on 2nd, 2nd Month

Payment Terms: 2/30 Curreny: US\$

Item No.	Material No.	Plant
	Description	
00010	52415050 RFM-ASY-06 I.A.	J201 DELPHI T & I LOCKPORT
Valid From	Valid To	Currency
01-May-2005	31-Dec-2006	USD
01-Jan-2007	31-Dec-2007	USD
		3,421.00
		3,421.00
		1,000
		1,000
		PC
		PC

This Requirement Contract is for 100% unless otherwise specified.

062706 Change Buyer Cols
May 24, 2006: Buyer changed from Fred Clark to Doug McLean
*****

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the

Purchasing Contact: McLean, D. L.  
Phone: 716-439-2480  
Fax: 716-439-2216

Contact Address:

**DELPHI**

Delphi Thermal and Interior

Page 2 of 4

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HEN PKY  
LORDSTOWN OH 44481

Requirements Contract

PO Number  
550073730

Date Issued  
25-Apr-2005

Version

12-Dec-2006 16:41:15

Item No. Material No.  
DENTITION

Plant

\*\*\*\*\*

Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

\*\*\*\*\*  
Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*  
Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the saleable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

\*\*\*\*\*  
Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

**DELPHI**

Delphi Thermal and Interior

Page 3 of 4

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HEN PKY  
LORDSTOWN OH 44481

**Requirements Contract**

PO Number 550073730 Date Issued 25-Apr-2005  
Version 12-Dec-2006 16:41:15

Item No.	Material No.	Plant
Description		

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

Delphi Consignment / Subcontracting:

1. Consignee agrees to maintain perpetual inventory records, and assist in any inventory reconciliation or re-count, and retain records for at least 2 years.
2. Consignee agrees to submit and reconcile by fax or e-mail, on a mutually agreed upon date, a monthly physical inventory indicating month end balances by part number or raw material code to the Delphi consignment analyst.
3. Consignee agrees to allow Delphi PC&L and Finance Representatives the right and access to audit inventories as requested.
4. Consignee agrees to provide an annual certified (notarized)letter of physical inventory when Delphi conducts its Annual Physical Inventory.
5. Consignee agrees to segregate Delphi material and provide adequate protection and insurance for Delphi inventory from loss or damage.
6. Consignee agrees to verify the accuracy of the material identification and quantity of shipments from Delphi. Consignee must notify the Delphi consignment analyst immediately of any discrepancy.
7. Consignee agrees to verify the accuracy of the material identification and quantity of Delphi material shipped from other suppliers. Consignee must notify the Delphi consignment analyst immediately of any discrepancy. Upon receipt and verification, Consignee will complete a receiving report (foreign or off-site). Copies of Packing Slips and Bills of Lading and receiving report must be faxed to the Delphi consignment analyst. All original Packing Slips and Bills of Lading, attached to receiving report, must be mailed to Delphi consignment analyst to assure complete and accurate input into Delphi SAP inventory system. Consignee will maintain a copy of the Bills of Lading, Packing Slip and receiving report for 2 years.
8. Consignee agrees to return to Delphi all defective, damaged or scrapped parts unless alternative arrangements have been made with Delphi.
9. If consignee has caused the damage, scrap or loss of parts, Delphi will charge back the consignee.
10. Consignee agrees to ship material directly to Delphi customers if the physical flow warrants.
11. Those consignees who ship to Delphi, another Delphi Consignee or directly to Delphi customers MUST send an "Advanced Shipping Notice" via Electronic Data Interchange to Delphi at time of shipping.
12. Tools and equipment provided for performance of an operation by consignee remain the property of Delphi unless otherwise noted.
13. These terms constitute the consignment agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. These terms may only be modified by a written contract amendment issued by Buyer.

Notwithstanding anything to the contrary contained in the Contract, the execution and/or delivery of this purchase order amendment is for the sole purpose of extending the term/expiration date of this purchase order and shall not be deemed to be an assumption or adoption of any agreement or a new post-petition contract.

The extended Contract shall be subject to assumption or rejection under Section 365 of the Bankruptcy Code and, in the event of rejection, any rejection claim shall be entitled to general unsecured non-priority pre-petition status.

This replaces P/N 52402680. (Cust 22699890)(57362)  
New RFM for GMX-001 Program.

**DELPHI**

Replaces 52402681

Delphi Thermal and Interior

Page 1 of 3

Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC  
DELPHI THERMAL & INTERIOR DIV  
1401 CROOKS ROAD  
TROY MI 48084

Deliver to:

*Please deliver to:*  
*See Delivery Schedule*

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HEN PKY  
LORDSTOWN OH 44481

Requirements Contract

PO Number  
550073762  
Version  
12-Dec-2006 16:52:23

Date Issued  
22-Apr-2005

Vendor No: 1014930  
DUNS No: 147163542

Payment Terms: Net 30 days after delivery

Payment settled on 2nd, 2nd Month

Invoicing: FOB-EXW (COST+SH)

Item No.	Material No.	Plane
	Description	
00010	52415047 CREM-ASU-06 I.A.	J201 DELPHI T & I LOCKPORT
Valid From	Valid To	Currency
01-May-2005	31-Dec-2006	USD
01-Jan-2007	31-Dec-2007	USD
		3,548.60
		3,548.60
		1,000
		1,000
		PC
		PC

This Requirement Contract is for 100% unless otherwise specified.

NOTES	
062706 Change Buyer Code	
May 24, 2006: Buyer changed from Fred Clark to Doug McLean	
*****	
Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the	

Purchasing Contact: McLean, D. L.  
Phone: 716-439-2480  
Fax: 716-439-2216

Contact Address:

**DELPHI**

Delphi Thermal and Interior

Page 2 of 3

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HEN PKY  
LORDSTOWN OH 44481

Requirements: 0000146

PO Number  
550073762  
Version  
12-Dec-2006 16:52:23

Date Issued  
22-Apr-2005

Item No.	Material No.	Plants
Description		

**Notes - Omitted:**

Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*  
Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the saleable products and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.  
\*\*\*\*\*

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

**DELPHI**

Delphi Thermal and Interior

Page 3 of 3

AUTOMODULAR ASSEMBLIES (OH) INC.  
1701 HEN PKY  
LORDSTOWN OH 44481

Requirements Contract

PO Number  
550073762  
Version  
12-Dec-2006 16:52:23

Date Issued  
22-Apr-2005

Item No.	Material No.	Plant
Description		

Item No.	Material No.	Plant
Description		
***** All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on <a href="http://www.delphi.com">www.delphi.com</a> for further details.		
***** Delphi Consignment / Subcontracting: 1. Consignee agrees to maintain perpetual inventory records, and assist in any inventory reconciliation or re-count, and retain records for at least 2 years. 2. Consignee agrees to submit and reconcile by fax or e-mail, on a mutually agreed upon date, a monthly physical inventory indicating month end balances by part number or raw material code to the Delphi consignment analyst. 3. Consignee agrees to allow Delphi PC&L and Finance Representatives the right and access to audit inventories as requested. 4. Consignee agrees to provide an annual certified (notarized) letter of physical inventory when Delphi conducts its Annual Physical Inventory. 5. Consignee agrees to segregate Delphi material and provide adequate protection and insurance for Delphi inventory from loss or damage. 6. Consignee agrees to verify the accuracy of the material identification and quantity of shipments from Delphi. Consignee must notify the Delphi consignment analyst immediately of any discrepancy. 7. Consignee agrees to verify the accuracy of the material identification and quantity of Delphi material shipped from other suppliers. Consignee must notify the Delphi consignment analyst immediately of any discrepancy. Upon receipt and verification, Consignee will complete a receiving report (foreign or off-site). Copies of Packing Slips and Bills of Lading and receiving report must be faxed to the Delphi consignment analyst. All original Packing Slips and Bills of Lading, attached to receiving report, must be mailed to Delphi consignment analyst to assure complete and accurate input into Delphi SAP inventory system. Consignee will maintain a copy of the Bills of Lading, Packing Slip and receiving report for 2 years. 8. Consignee agrees to return to Delphi all defective, damaged or scrapped parts unless alternative arrangements have been made with Delphi. 9. If consignee has caused the damage, scrap or loss of parts, Delphi will charge back the consigned. 10. Consignee agrees to ship material directly to Delphi customers if the physical flow warrants. 11. Those consignees who ship to Delphi, another Delphi Consignee or directly to Delphi customers MUST send an "Advanced Shipping Notice" via Electronic Data Interchange to Delphi at time of shipping. 12. Tools and equipment provided for performance of an operation by consignee remain the property of Delphi unless otherwise noted. 13. These terms constitute the consignment agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. These terms may only be modified by a written contract amendment issued by Buyer.		
***** Notwithstanding anything to the contrary contained in the Contract, the execution and/or delivery of this purchase order amendment is for the sole purpose of extending the term/expiration date of this purchase order and shall not be deemed to be an assumption or adoption of any agreement or a new post-petition contract. The extended Contract shall be subject to assumption or rejection under Section 365 of the Bankruptcy Code and, in the event of rejection, any rejection claim shall be entitled to general unsecured non-priority pre-petition status.		
***** This P/N replaces 52402681. (Customer 22699887) (57363). New CRFM for GMX-001 Program. DGSS Action Plan: 72473		

Fax: 716-439-3818

Aug 26 2005 8:03 P.07

**DELPHI**

Harrison Thermal Systems

Page 1 of 3

**Buyer:**

DELPHI  
THERMAL & INTERIOR SYSTEMS  
200 UPPER MOUNTAIN RD  
LOCKPORT NY 14094

**Deliver to:**

*Please deliver to:*  
*See Delivery Schedule*

AUTOMODULAR ASSEMBLIES (OH) INC  
1701 HEN PKY  
LORDSTOWN OH 44481

**Requirements Contract**

PO Number  
550064260  
Version  
06/09/2005 11:37:50

Date Issued  
12/08/2004

Vendor No: 1014930  
DUNS No: 147163542

Payment Terms: ZMN2 ; Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB- FREIGHT COLLECT

Item No.	Material No.	Plant
	Description	

00010 52413078 ✓ J201 DELPHI T & I LOCKPORT

ECFM-APY-05

Valid From	Valid To	Currency	Price	Price Unit	UOM
12/08/2004✓	12/31/2010✓	USD	4,983.00✓	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Co 08/08/05

Notes:
The customer part number is 15237362 Tuner Coupe CRFM Ship to GM Lordstown Assembly

Purchasing Contact: Williams, E. A.

Contact Address:

Phone: 716-439-2406

Fax: 716-439-3818

**DELPHI**

Harrison Thermal Systems

Page 2 of 3

AUTOMODULAR ASSEMBLIES (OH) INC  
1701 HEN PKY  
LORDSTOWN OH 44481

**Requirements Contract**

PO Number 550064260	Date Issued 12/08/2004
Version 06/09/2005 11:37:50	

Item No.	Material No.	Plant
Description		

**Notes Continued:**

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AJAC (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

**Restricted, toxic, and hazardous materials** - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials, as well as environmental, electrical and electromagnetic considerations applicable to the colony of manufacture and site. This relates to both the sellable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

**Failure Analysis/Corrective Action:** Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

1. Consignee agrees to maintain perpetual inventory records and retain records for at least 1 year.
2. Consignee agrees to submit by fax on a monthly agreed upon date, a monthly physical inventory indicating the month end balances, by P/N or raw material code to the assigned material control consignment analyst.
- 3.

Fax:716-439-3818

Aug 26 2005 8:04 P.09

**DELPHI**

Harrison Thermal Systems

Page 3 of 3

AUTOMODULAR ASSEMBLIES (OH) INC  
1701 HEN PKY  
LORDSTOWN OH 44481

**Requirements Contract**

PO Number  
550064260  
Version  
06/09/2005 11:37:50

Date Issued  
12/08/2004

Item No.	Material No.	Plant
Description		

**Notes Continued:**

Consignee agrees to verify that the seal is intact on those sealed truckload where the seal number is indicated on the Delphi Harrison Thermal Systems Bill of Lading. 4. Consignee agrees to verify the accuracy of the material identification and counts received from the Delphi Thermal Plant. Each Bill of Lading must be checked completely at time of receipt and Delphi Thermal Production Control notified immediately of any discrepancy. Consignee will correct information on Bill of Lading, sign, and fax copy to production control. 5. Consignee agrees to segregate Delphi Thermal material & provide adequate protection and insurance for Delphi Thermal inventory from loss or damage. 6. Consignee agrees to return all defective or damaged parts and scrap to Delphi Thermal unless alternate arrangements have been made with Delphi Thermal Purchasing. Those consignees who ship directly to Delphi Thermal customers on behalf of Delphi Thermal must send an "Advance Shipping Notice" via Electronic Data Interchange to Delphi Thermal. 7. If consignee is determined to be at fault for scrap, Delphi purchasing will charge back consignee. 8. Consignee will fax to Delphi material control consignment analysis copies of shipping paperwork when shipping or receiving parts from other consignee locations. 9. Consignee agrees to allow Delphi scheduling and finance reps, the right to audit inventories as requested. 10. Consignee agrees to provide an annual certified (notarized) letter of physical inventory when Delphi Thermal conducts its annual physical inventory. 11. Tools provided for performance of an operation by consignee remain the property of Delphi Thermal unless otherwise noted. 12. Consignee agrees to ship material directly to Delphi Thermal customers if the physical flow warrants.  
6/9/05 changed into terms